

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The GSI Group, Inc.		08/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1221295	ADJUST-A-BAFFLE
Registration Number:	1954422	CUMBERLAND
Registration Number:	1880383	HI-LO
Registration Number:	2770967	DMC
Registration Number:	1129899	AIRSTREAM
Registration Number:	2421823	GRAIN KING
Registration Number:	1172834	GRANDSTAND
Registration Number:	1939356	GSI
Registration Number:	1939175	GSI
Registration Number:	3083570	DRITEK

CORRESPONDENCE DATA

Fax Number: (312)222-0818

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.222.0800

TRADEMARK

REEL: 003600 FRAME: 0329

900084288

OP \$265.00 1221295

Email: lwdemarte@michaelbest.com
Correspondent Name: Luke W. DeMarte
Address Line 1: 180 N. Stetson Avenue
Address Line 2: Suite 2000
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

019751-

NAME OF SUBMITTER:

Luke W. DeMarte

Signature:

/luke w. demarte/

Date:

08/13/2007

Total Attachments: 5

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of August 1, 2007, by The GSI Group, Inc. and David Manufacturing Co. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnity obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE GSI GROUP, INC.

By: 
Name: Wm. J. Branch
Title: CEO

Second Lien Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARKS:

Trademark Registrations and Applications:

OWNER	TRADEMARK	APPLICATION OR REGISTRATION NUMBER
The GSI Group, Inc.	ADJUST-A-BAFFLE	1,221,295
The GSI Group, Inc.	CUMBERLAND	1,954,422
The GSI Group, Inc.	HI-LO	1,880,383
The GSI Group, Inc.	DMC	2,770,967
The GSI Group, Inc.	AIRSTREAM	1,129,899
The GSI Group, Inc.	GRAIN KING	2,421,823
The GSI Group, Inc.	GRANDSTAND	1,172,834
The GSI Group, Inc.	GSI AND DESIGN	1,939,356
The GSI Group, Inc.	GSI	1,939,175
The GSI Group, Inc.	DRITEK	3,083,570
David Manufacturing Co.	STIRALL UNIDRIV	1,048,001
The GSI Group, Inc.	CLARK	1,414,606
David Manufacturing Co.	HI-CAP	1,076,812
David Manufacturing Co.	STIR-ATOR	2,234,021

FOREIGN AND STATE TRADEMARKS

Trademark Registrations and Applications:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>
The GSI Group, Inc.	CUMBERLAND	764505	Taiwan
The GSI Group, Inc.	CUMBERLAND	720166	Taiwan
The GSI Group, Inc.	CUMBERLAND	1961987	Spain
The GSI Group, Inc.	CUMBERLAND	1961988	Spain
The GSI Group, Inc.	CUMBERLAND	495912	Mexico
The GSI Group, Inc.	CUMBERLAND	495913	Mexico
The GSI Group, Inc.	CUMBERLAND	658256	India
The GSI Group, Inc.	CUMBERLAND	658255	India
The GSI Group, Inc.	CUMBERLAND	450917	Canada
The GSI Group, Inc.	CUMBERLAND	818549700	Brazil